

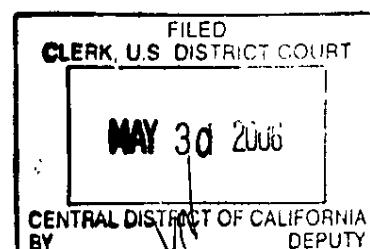
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*Attorneys for Plaintiffs and the Plaintiff  
 Classes*

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

FRED GIANNETTO, GARY  
 OBERHOLTZ, MICHAEL  
 HANSELL, JAMES DORAN,  
 JODY ROHDE, DAVID FORD,  
 BRENDAN MCGANN, JILL  
 LANDSMAN, ERIC DETWILER,  
 ALAN FITTS, and ALLEN HOUSE,  
 on behalf of themselves and classes  
 of those similarly situated,

Plaintiffs,

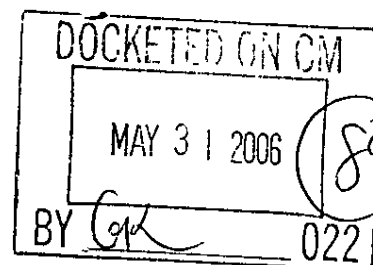
v.

COMPUTER SCIENCES  
 CORPORATION,

Defendant.

Case No. CV 03-8201 GPS (Ex)

**STIPULATION AND [PROPOSED]  
 ORDER APPROVING LIMITED  
 NOTICE AND MAILING OF  
 CHECKS TO ADDITIONAL CLASS  
 MEMBERS**



LODGED

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1 WHEREAS, after settlement checks were mailed to class member  
2 claimants, Computer Sciences Corporation discovered a relatively small number of  
3 former employees (a total of 73) were inadvertently omitted from the initial list of  
4 class members receiving notice and claim forms. (These 73 are referred to  
5 hereafter as the "additional class members.")

6 WHEREAS, the parties have discussed the most efficient manner to  
7 provide notice of the settlement to the additional class members and to allow them  
8 to participate therein.

9 WHEREAS, the parties propose that the notice and opt-out form  
10 attached to this Stipulation as Exhibit A be sent to the additional class members,  
11 along with a check reflecting the payment each additional class member would  
12 have received had he or she submitted a claim form during the original claims  
13 period.

14 The parties to the Gianetto v. CSC action agree as follows:

15 1. A Notice, in the form attached hereto as Exhibit A, shall be sent  
16 to the 73 additional class members with a check reflecting the amount each  
17 additional class member would have received had he or she submitted a claim form  
18 during the original claims period.

19 2. The additional class members shall have the ability to opt out of  
20 the settlement by completing the opt-out form attached to the Notice and returning  
21 it to the Settlement Administrator by within <sup>45</sup>30 days after the Notice is sent to class  
22 members, (i.e., a date in May 2006).

23 3. If an additional class member cashes the check sent along with  
24 the Notice or does not submit a timely request to opt-out, he or she shall be bound  
25 by the terms of the settlement and judgment herein.

1  
2  
3 Dated: April 24 2006

4 Rachel Geman (RG 0998 [NY])  
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20 *Attorneys for Plaintiffs and the Plaintiff Classes*

21  
22 Dated: April 24, 2006

23 By:   
24 Shon Morgan

25 A. William Urquhart  
26 Shon Morgan  
27 Mary S. Thomas  
28 QUINN EMANUEL URQUHART  
OLIVER & HEDGES  
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*Attorneys for Defendants*

Respectfully submitted,

By:   
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*Attorneys for Plaintiffs and the Plaintiff  
 Classes*

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

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 OBERHOLTZ, MICHAEL  
 HANSELL, JAMES DORAN,  
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 BRENDAN MCGANN, JILL  
 LANDSMAN, ERIC DETWILER,  
 ALAN FITTS, and ALLEN HOUSE,  
 on behalf of themselves and classes  
 of those similarly situated,

Plaintiffs,

v.

COMPUTER SCIENCES  
 CORPORATION,

Defendant.

Case No. CV 03-8201 GPS (Ex)

**[PROPOSED] ORDER APPROVING  
 LIMITED NOTICE AND MAILING  
 OF CHECKS TO ADDITIONAL  
 CLASS MEMBERS**

1 After this Court granted final approval to a settlement of this matter  
2 and settlement checks were mailed to class member claimants, defendant Computer  
3 Sciences Corporation discovered a relatively small number of former employees (a  
4 total of 73) were inadvertently omitted from the initial list of class members  
5 receiving notice and claim forms. (These 73 are referred to hereafter as the  
6 "additional class members.")

7 The parties have proposed that the notice and opt-out form attached as  
8 Exhibit A be sent to the additional class members, along with a check reflecting the  
9 payment each additional class member would have received had he or she  
10 submitted a claim form during the original claims period. The Court finds that this  
11 proposal is a fair and reasonable manner to provide these additional class members  
12 notice and opportunity to opt-out.:

13 A Notice, in the form attached hereto as Exhibit A, shall be sent as  
14 soon as practicable to the 73 additional class members with a check reflecting the  
15 amount each additional class member would have received had he or she submitted  
16 a claim form during the original claims period.

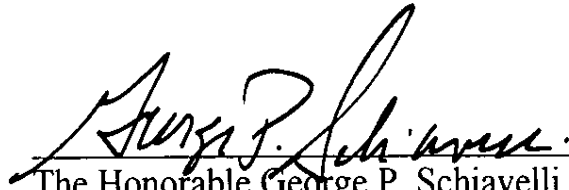
17 The additional class members shall have the ability to opt out of the  
18 settlement by completing the opt-out form attached to the Notice and returning it to  
19 the Settlement Administrator within <sup>45</sup>30 days after the Notice is sent to class  
20 members.

1 If an additional class member cashes the check sent along with the  
2 Notice or does not submit a timely request to opt-out, he or she shall be bound by  
3 the terms of the settlement and judgment herein.  
4

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5 **IT IS SO ORDERED.**

6  
7 Dated: May 26, 2006

  
The Honorable George P. Schiavelli  
United States District Court Judge  
for the Central District of California

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FRED GIANNETTO, GARY  
OBERHOLTZ, MICHAEL HANSELL,  
ROBERT JOHNSON, JAMES  
DORAN, JODY ROHDE, DAVID  
FORD, BRENDAN MCGANN, JILL  
LANDSMAN, CHRIS LUSIGNAN,  
JARAS RUNDERBURG, LINDA  
BECKER, DANIEL LAMPEL, ERIC  
DETWILER, ALAN FITTS, and  
ALLEN HOUSE, on behalf of  
themselves and classes of those  
similarly situated,

Plaintiffs,

vs.

COMPUTER SCIENCES  
CORPORATION, COMPUTER  
SCIENCES CORPORATION  
RETIREMENT PLAN COMMITTEE,

Defendants.

CASE NO. Case No. CV 03-8201 GPS  
(Ex)

NOTICE OF SETTLEMENT OF  
CLASS ACTION LAWSUIT,  
CERTIFICATION OF FLSA  
COLLECTIVE ACTION, AND  
CERTIFICATION OF STATE LAW  
OVERTIME CLASSES



TO: PERSONS WHO HAVE WORKED OR CONTINUE TO WORK FOR  
 COMPUTER SCIENCES CORPORATION ("CSC") AS ASSOCIATE MEMBER  
 TECHNICAL STAFF (S01), MEMBER TECHNICAL STAFF B (S02), MEMBER  
 TECHNICAL STAFF X (S03), SENIOR MEMBER TECHNICAL STAFF (S04),  
 AND COMPUTER SCIENTIST (S05)

PLEASE READ THIS NOTICE CAREFULLY

Based on information in CSC's records, you are a Class Member  
 entitled to receive money under the Settlement. To participate in the Settlement,  
 you need do nothing further. Enclosed with this Notice is a check representing your  
 share of the Settlement proceeds. You have until <sup>July</sup> May 14, 2006 to cash this check or  
 it will become void.

Plaintiffs and CSC encourage all Class Members to participate in this  
 Settlement. CSC will not retaliate in any way against current or former CSC  
 employees who cash the enclosed check and thereby claim their share of this \$24  
 million dollar settlement. Participation does not change the settlement amount that  
 CSC will pay, because CSC will pay the fixed amount of \$24 million regardless of  
 the number of current and former CSC employees who participate.

For assistance or if you have questions, please contact the Giannetto  
 Claims Administrator (Rosenthal & Company LLC: 1-800-936-5095).

Important Deadlines:

- Last Day to "Opt Out" Of The Settlement Class: <sup>July</sup> May 14, 2006.
- Last Day to Cash Settlement Check: <sup>July</sup> May 14, 2006.

**I. INTRODUCTION**

A settlement of the class action claims for overtime compensation  
 raised in the above class action has been reached by the Parties in this case and  
 granted approval by the United States District Court for the Central District of

1 California. This Notice informs you about the terms of that Settlement and about  
2 your rights and options under the Settlement.

3 The Settlement resolves all the claims for overtime compensation that  
4 were made in this lawsuit. You should read this Notice very carefully because your  
5 rights may be affected by the Settlement.

6 If you do not choose to Opt Out of the Settlement Class, you will be  
7 bound by the terms of this Settlement, regardless whether you cash the Settlement  
8 check provided with this Notice.

## 9 10 **II. WHAT IS A CLASS ACTION?**

11 A class action is a lawsuit in which the claims and rights of many  
12 people are decided in a single court proceeding. One or more representative  
13 plaintiffs, also known as "class representatives," file a lawsuit asserting claims on  
14 behalf of the entire class.

## 15 16 **III. WHAT IS THE PURPOSE OF THIS NOTICE?**

17 Judge George P. Schiavelli, United States District Judge of the United  
18 States District Court for the Central District of California has ordered that this  
19 Notice be sent to you because CSC's records indicate you are a Class Member. The  
20 purpose of this Notice is to inform you of the Settlement and of your rights,  
21 including,

- 22 • To inform you of your right to accept the Settlement
- 23 check provided with this Notice;
- 24 • To inform you that if you do not "opt out" of the
- 25 Settlement Classes you will be bound by the terms of
- 26 the Settlement Agreement and release your right to sue
- 27 CSC for overtime wages during the time you were a
- 28 Class Member; and

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- To inform you of your right to "opt out" of the Settlement Classes, and not be bound by the Court's judgment in this matter and the terms of the Settlement Agreement.

#### IV. WHAT IS THIS CASE ABOUT?

Sixteen current and former employees of CSC brought this lawsuit, claiming that CSC has violated federal and state laws by not paying overtime to certain CSC employees in the "technical" family of jobs. The lawsuit alleges that CSC unlawfully classified these workers as exempt from receiving overtime pay and that CSC did not pay, or keep track of, overtime hours for those workers. The lawsuit claims that CSC's actions violated a federal law called the Fair Labor Standards Act ("FLSA") as well as the laws of California, Connecticut, Delaware, Maine, Massachusetts, Michigan, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, and Washington. Plaintiffs also claim that CSC's failure to pay overtime wages to computer technical workers in all 50 states and the District of Columbia, Guam, and Puerto Rico is an unfair business practice violating California Business and Professions Code Section 17200, a law prohibiting businesses from engaging in unfair competition.

Defendants CSC and the CSC Retirement Plan Committee deny all of Plaintiffs' claims and have raised various factual and legal defenses to those claims, and have agreed to the Settlement without any admission of wrongdoing.

#### V. WHAT ARE THE TERMS OF THE SETTLEMENT AGREEMENT?

##### A. Monetary Payment

The Settlement will result in a payment by CSC of \$24 million, plus the employer share of payroll taxes. Certain expenses were deducted from the \$24

1 million prior to distribution of the settlement funds to the Class Members, including,  
2 payments to the class representatives, attorneys fees, and costs of notice and  
3 settlement administration.

4 The remaining settlement funds will be distributed according to the  
5 method set forth in the "How Will My Share Be Calculated If I Participate" section,  
6 below.

7  
8 **B. Dismissal of Case and Release of Claims**

9 In exchange for the payment set forth above, this action will be  
10 dismissed with prejudice, and the Class Members will fully release and discharge  
11 the Defendants from any claims for unpaid wages, including claims for unpaid  
12 overtime, unlawful deduction of wages, record-keeping violations, failure to provide  
13 meal or rest periods that were or could have been asserted in the Giannetto case  
14 under the FLSA, state wage and hours laws, and the California Unfair Competition  
15 Law, up to and including April 15, 2005.

16 The exact terms of the Release read:

17 ON THE EFFECTIVE DATE OF THIS SETTLEMENT  
18 AGREEMENT, AND EXCEPT AS TO SUCH RIGHTS  
19 OR CLAIMS AS MAY BE CREATED BY THIS  
20 SETTLEMENT AGREEMENT, FOR ANY TIME THEY  
21 ARE IN A POSITION SET FORTH IN PARAGRAPH 4  
22 ABOVE, THE CLASS MEMBERS FULLY RELEASE  
23 AND DISCHARGE DEFENDANTS AND ALL -  
24 PRESENT AND FORMER PARENT COMPANIES,  
25 SUBSIDIARIES, SHAREHOLDERS, OFFICERS,  
26 DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES,  
27 SERVANTS, REGISTERED REPRESENTATIVES,  
28 ATTORNEYS, INSURERS, SUCCESSORS AND

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1 ASSIGNS, FROM ANY CLAIMS, CAUSES, ACTIONS,  
2 SUITS OR DEMANDS, IN LAW OR IN EQUITY, FOR  
3 UNPAID WAGES OR PENALTIES RELATING  
4 THERETO, INCLUDING CLAIMS FOR UNPAID  
5 OVERTIME, UNLAWFUL DEDUCTION OF WAGES,  
6 RECORDKEEPING VIOLATIONS, OR FAILURE TO  
7 PROVIDE MEAL OR REST PERIODS, THAT WERE  
8 OR COULD HAVE BEEN ASSERTED IN THE  
9 GIANNETTO CASE UNDER THE FLSA (EXCEPT  
10 THAT, TO THE EXTENT ANY FLSA CLAIMS ARE  
11 PRESERVED BY CSC'S AGREEMENT WITH THE  
12 DEPARTMENT OF LABOR (MORE FULLY  
13 DESCRIBED IN PARAGRAPH 49), FOR ANY  
14 INDIVIDUALS COVERED UNDER THAT  
15 AGREEMENT THIS RELEASE SHALL NOT BECOME  
16 EFFECTIVE AS TO THOSE CLAIMS UNTIL 120  
17 DAYS AFTER PAYMENTS HAVE BEEN ISSUED TO  
18 THOSE INDIVIDUALS PURSUANT TO THE DOL  
19 AGREEMENT) AND UNDER STATE WAGE AND  
20 HOURS LAWS AND ANY WAGE AND HOUR CLAIM  
21 UNDER CALIFORNIA BUSINESS AND  
22 PROFESSIONS CODE 17200 AND UNDER COMMON  
23 LAW, UP TO AND INCLUDING APRIL 15, 2005. THE  
24 CLASS MEMBERS DO NOT RELEASE ANY CLAIMS  
25 UNDER THE ERISA. THE PARTIES TO THIS  
26 SETTLEMENT AGREEMENT HEREBY RELINQUISH  
27 AND WAIVE ALL RIGHTS CONFERRED BY THE  
28 PROVISION OF SECTION 1542 OF THE CIVIL CODE

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1 OF THE STATE OF CALIFORNIA WHICH READS AS  
2 FOLLOWS:

3 A GENERAL RELEASE DOES NOT EXTEND TO  
4 CLAIMS WHICH THE CREDITOR DOES NOT KNOW  
5 OR SUSPECT TO EXIST IN HIS FAVOR AT THE  
6 TIME OF EXECUTING THE RELEASE, WHICH IF  
7 KNOWN TO HIM MUST HAVE MATERIALLY  
8 AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

9 When the overtime claims are dismissed with prejudice, that means that  
10 the Court will not consider the claims any further; the case is over. When claims are  
11 released, that means that no one covered by the release can sue CSC over those  
12 claims.

13  
14 **VI. WHO IS A CLASS MEMBER FOR PURPOSES OF THE**  
15 **SETTLEMENT**

16 You were determined to be a Class Member because USC's records  
17 show you meet all the following criteria:

18 1. Your Job Grade was or is: Associate Member Technical Staff  
19 ("S01"), Member Technical Staff B ("S02"), Member Technical Staff A ("S03"),  
20 Senior Member Technical Staff ("S04"), or Computer Scientist ("S05") (collectively  
21 "Class Positions"), and;

22 2. You work or worked at CSC at any time:

- 23 (a) From 1/6/2000 to 4/15/2005 in **any state, Washington**  
24 **D.C., Guam or Puerto Rico, and/or;**  
25 (b) In Maine from 1/6/1998 to 4/15/2005 and/or;  
26 (c) In New York from 10/1/1998 to 4/15/2005 and/or;

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**VII. WHAT ARE YOUR OPTIONS?**

You have two choices of what do from here:

- **Choose to Accept Your Settlement Award:**

To accept your Settlement award, simply cash the check enclosed with this Notice. That check becomes void after <sup>July</sup> ~~May~~ 14, 2006. Regardless whether you cash this check, you are bound by the terms of this Settlement, as noted in the Dismissal of Case and Release of Claims section above, unless you opt out of the Settlement Class.

- **Choose Not to Join the Settlement Class:**

If you do not want to be a member of the Settlement Class or participate in the settlement and want the right to pursue your own lawsuit, you must opt out of the Settlement by <sup>July</sup> ~~May~~ 14, 2006. If you do not Opt Out, you will be bound by the terms of this Settlement, regardless whether you cash the settlement check provided with this Notice. To Opt Out you must send a letter, postmarked no later than <sup>July</sup> ~~May~~ 14, 2006, with your Name, Social Security Number, and the period for which you worked for CSC in a Class Position to:

James Finberg, Esq.  
275 Battery St., Ste 3000  
San Francisco, CA 94111-3339  
(Class Counsel)

- and -

Shon Morgan, Esq.  
Quinn Emanuel Urquhart Oliver & Hedges, LLP  
865 S. Figueroa Street, 10th Floor



1 Los Angeles, CA 90017

2 (Counsel for CSC)

3 You are not required to submit a comment or objection.  
4

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5 **VIII. HOW WAS MY SHARE CALCULATED?**

6 Each share of the settlement proceeds depends on factors that attempt  
7 to weigh how strong of a case that type of Class Member had. As explained below,  
8 these factors may have a significant effect on the percentage of the Settlement Funds  
9 you receive. If you do not want to participate in the Settlement because of the  
10 factors that will be applied to your claim, you may choose to opt out of the  
11 Settlement Class and pursue an individual legal action against CSC for overtime  
12 hours.

13 These factors are:

14 1. **Job Grade within CSC:** (i.e. Associate Member Technical  
15 Staff (S01), member Technical Staff B (S02), Member Technical Staff A (S03),  
16 Senior Member Technical Staff (S04), and Computer Scientist (S05)). This factor  
17 gives different values to the time employees worked in different job grades at CSC  
18 and is based on Class Counsel's assessment of how likely it is that plaintiffs would  
19 have prevailed in court on the claim that CSC employees in your job grade and  
20 division were improperly classified as exempt. This factor takes into account that  
21 the employees with the strongest argument that CSC improperly classified them as  
22 exempt from overtime laws are the lowest-level employees within the Class.

23 2. **The Division of CSC** in which the Class Member works or  
24 worked. This factor gives different values to the time employees worked in  
25 different divisions of CSC. This factor weighs Class Counsel's assessment that  
26 computer technical workers in the Global Infrastructure Services ("GIS") and  
27 Technology Management Group ("TMG") divisions of CSC have the strongest  
28 claims they were misclassified and the strongest evidence of higher overtime hours,



1 while other divisions have arguably weaker claims and the Federal Division  
2 employees arguably have the weakest claims to having worked overtime.

3           3.     **The State** in which the Class Member worked. This factor gives  
4 different values to the time employees worked in different geographical locations  
5 because of the effects of what law applies to your claim. Some states (i.e.,  
6 California, New York and Maine) have laws that provide more damages or longer  
7 statutes of limitations to employees who were improperly denied overtime pay.

8           Additionally, Class Counsel's assessment is that the claims made on  
9 behalf of Class Members are arguably stronger for the time worked in some states  
10 than for the time worked in other states. For instance, Class Members who worked  
11 in California, Connecticut, Delaware, Maine, Massachusetts, Michigan, Missouri,  
12 North Carolina, New Jersey, New York, Ohio, Pennsylvania, and Washington all  
13 had state-law-based legal claims under those states' wage and hour laws. By  
14 contrast, those Class Members who worked in Arkansas, Colorado, Florida, Idaho,  
15 Illinois, Kansas, Kentucky, Maryland, Montana, New Mexico, Rhode Island,  
16 Washington D.C., West Virginia, and Wisconsin had arguably weaker claims based  
17 on a violation of California's unfair competition law. Those employees in Alabama,  
18 Alaska, Arizona, Georgia, Guam, Hawaii, Indiana, Iowa, Louisiana, Minnesota,  
19 Mississippi, Nebraska, Nevada, New Hampshire, North Dakota, Oklahoma, Oregon,  
20 Puerto Rico, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont,  
21 Virginia, and Wyoming had arguably the weakest claims based on California's  
22 unfair competition law.

23           Each share will also be based upon: your salary during each week with  
24 CSC; the amount of time with CSC within the Class Period; whether you filed (or  
25 file) a Consent to Join the Fair Labor Standards Act ("FLSA") action; and the  
26 number of Class Members who turn in Green Claim Forms and receive a share of  
27 the Settlement Funds. The more Class Members who turn in Green Claim Forms,  
28 the lower the amount that will be provided to each individual.

#### 4. The Distribution Allocations for Class Members

Your share of the Net Settlement Fund, as reflected in the amount of the enclosed check, was calculated by multiplying your Base Earnings (weekly salary) by four numeric factors: (1) length of service (number of weeks) during the Class Period; (2) job grade (S-01 through S-05); (3) the CSC division in which you were employed; and (4) the state in which you worked.

To calculate your share, the Settlement Administrator will start with your Base Earnings ("BE") for each week in which you were employed by CSC in a Class Position (see list of Class Positions above). Then, your BE is multiplied by several numbers based on the other factors listed above. The result of this calculation is called your "Settlement Share Points." The Settlement Share Points for each approved claim will be divided by the sum of Settlement Share Points for all approved claims to determine the Settlement Share Percentage. The Settlement Share Percentage for each approved claim will be multiplied by the Net Settlement Fund to determine the amount of the settlement to be awarded to each approved claim.

Job Grade	Multiplier
S01 through S03	4
S04	2.5
S05	1

These factors mean, for example, that if an S01 and an S05 worked at the same salary for a week, for that week the S05 would receive only 1/4 of the amount of the Settlement Fund that the S01 would receive.

CSC Division	Multiplier
GIS or TMG,	4

GTS, FSG, Consulting, Corporate or Credit Services	2
Federal	1

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These factors mean, for example, that if a GIS employee and a Federal Sector employee worked at the same salary for a week, for that week the Federal Sector employee would receive only 1/4 of the amount of the Settlement Fund that the GIS employee would receive.

State You Worked In	Multiplier
California from 1/6/2000 to 4/15/2005	2.5
From 11/12/2000 to 4/15/2005: Anyone in any state other than California who files an FLSA Blue Consent to Join Form; from 1/6/2000 to 4/15/2005 everyone who worked in the states of Connecticut, Delaware, Massachusetts, Maine, Michigan, Missouri, North Carolina, New Jersey, New York, Ohio, Pennsylvania, or Washington; from 1/6/1998 to 4/15/2005 for anyone who worked in Maine; and from 10/1/1998 to 4/15/2005 for anyone who worked in New York	1
From 11/12/2000 to 4/15/2005 for anyone who worked in Arkansas, Colorado, Florida, Idaho, Illinois, Kansas, Kentucky, Maryland, Montana, New Mexico, Rhode Island, Washington D.C., West Virginia, and Wisconsin who does not file a Blue Consent to Join Form and from 1/6/2000 to 11/11/2000 everyone who worked in those states	0.75

State You Worked In	Multiplier
From 11/12/2000 to 4/15/2005 for anyone who worked in Alabama, Alaska, Arizona, Georgia, Guam, Hawaii, Indiana, Iowa, Louisiana, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, North Dakota, Oklahoma, Oregon, Puerto Rico, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, and Wyoming who does not file a Blue Consent to Join Form and from 1/6/2000 to 11/11/2000 everyone who worked in those states	0.5 SCA

**IX. EXAMINATION OF PLEADINGS AND PAPERS / ADDITIONAL INFORMATION**

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court. This file may be inspected during the hours of each Court business day at the Office of the Clerk of the Court, United States District Courthouse, 312 North Spring Street, Los Angeles, CA, 90012.

If you have questions about this Notice, or want additional information, you can contact the Giannetto Claims Administrator at 1-800-936-5095. Again, the important deadlines are:

- Last Day To "Opt Out" Of The Settlement Class: <sup>July</sup> May 14, 2006.
- Last Day To Cash Your Settlement Check: <sup>July</sup> May 14, 2006

1 DATED: <sup>May</sup> April 26, 2006

2  
3 /s/ George P. Schiavelli  
4 Honorable George P. Schiavelli  
5 United States District Judge

SCANNED

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**PROOF OF SERVICE**

1013A(3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES,

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 865 S. Figueroa Street, 10th Floor, Los Angeles, California 90017.

On April 24, 2006, I served the foregoing document(s) described as: **STIPULATION AND [PROPOSED] ORDER APPROVING LIMITED NOTICE AND MAILING OF CHECKS TO ADDITIONAL CLASS MEMBERS** on the interested party(ies) in this action by placing a true copy thereof enclosed in a sealed envelope, addressed as follows:

**SEE ATTACHED SERVICE LIST**

  X   **BY MAIL**

       \*I deposited such envelope in the mail at \_\_\_\_\_, California.  
The envelope was mailed with postage thereon fully prepaid.

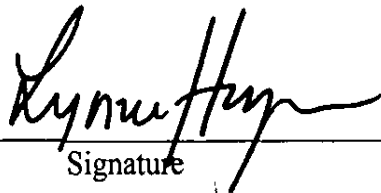
  X   I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on April 24, 2006, at Los Angeles, California.

       (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

  X   (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Lynzie Hazan  
Type or Print Name

  
Signature

SERVICE LIST

SCANNED

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